

Case No. 4:23-cv-00283-MTS

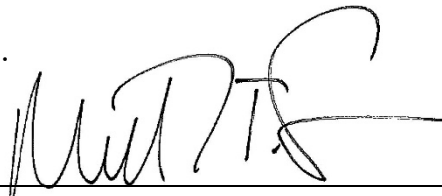
These failures have left the Court unable to determine whether it even would have subject matter jurisdiction over this matter if intervention were allowed, something proposed Plaintiff-in-Intervention does not seem even to have considered. *See St. Paul Fire & Marine Ins. Co. v. Helena Marine Serv., Inc.*, 884 F.2d 391, 393 (8th Cir. 1989) (discussing subject matter jurisdiction considerations in the context of permissive intervention); *Contimortgage Corp. v. Anglezis*, 173 F. App'x 458, 464 (7th Cir. 2006) (same); *Hensley v. Hartford Cas. Ins. Co.*, 113 F.4th 1327, 1332 (11th Cir. 2024)

(discussing subject matter jurisdiction considerations in the context of intervention as of right of indispensable parties); *see also Yorkshire P'ship, Ltd. v. Pac. Cap. Partners*, 154 F.R.D. 141, 142 (M.D. La. 1993) (court lacked jurisdiction over state-law claims of party seeking to intervene as plaintiff where the intervenor and the plaintiff in the main action were nondiverse (citing 28 U.S.C. § 1367(b))).

Accordingly,

IT IS HEREBY ORDERED that proposed Plaintiff-in-Intervention LM General Insurance Corporation's Motion to Intervene, Doc. [46], is **DENIED** without prejudice. Proposed Plaintiff-in-Intervention has through **Monday, December 16, 2024**, to file an Amended Motion to Intervene addressing the points raised herein. Failure to do so timely may result in the summary denial of any later motion.*

Dated this 5th day of December 2024.



MATTHEW T. SCHELP
UNITED STATES DISTRICT JUDGE

* *Cf.* Fed. R. Civ. P. 24(a), (b)(1) (requiring motions to intervene to be “timely”).